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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

Case No.: **30-2026-01575061-CU-PO-CXC**

COMPLAINT FOR DAMAGES

1. Negligence
2. Negligence Per Se
3. Strict Liability for Ultrahazardous Activities
4. Continuing Private Nuisance
5. Permanent Private Nuisance
6. Continuing Public Nuisance
7. Permanent Public Nuisance
8. Trespass
9. Intentional Infliction of Emotional Distress
10. Negligent Infliction of Emotional Distress
11. Fraudulent Concealment
12. Inverse Condemnation

JURY TRIAL DEMANDED

GREGORY BOWEN, AN INDIVIDUAL;
WAI YAO HUNG, AN INDIVIDUAL;
BRYAN ARRIAGA, AN INDIVIDUAL;
ROSALIA ARRIAGA, AN INDIVIDUAL;
ERICK ARRIAGA, AN INDIVIDUAL;
ASHLEY ARRIAGA, AN INDIVIDUAL;
JOSE ARRIAGA, AN INDIVIDUAL;
CHRISTOPHER ARRIAGA, AN
INDIVIDUAL;
GUADALUPE JUNIOR LEON, AN
INDIVIDUAL;

Plaintiffs.

v.

GKN AEROSPACE TRANSPARENCY
SYSTEMS INC., a California corporation;
GKN AEROSPACE SERVICES, LLC, a
Delaware limited liability company; GKN
AEROSPACE, INC., a Delaware corporation;
MELROSE INDUSTRIES PLC, a public
limited company organized under the laws of
England and Wales; SOUTHERN
CALIFORNIA EDISON COMPANY, a
California corporation; and DOES 1 through
150, inclusive,

Defendants.

1 **COME NOW** the above-named PLAINTIFFS (collectively, "PLAINTIFFS") hereby allege
2 causes of action against DEFENDANTS GKN AEROSPACE TRANSPARENCY SYSTEMS INC.,
3 GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., MELROSE INDUSTRIES PLC,
4 and SOUTHERN CALIFORNIA EDISON COMPANY (collectively, "DEFENDANTS"), and
5 DOES 1–150, inclusive. PLAINTIFFS’ allegations are based upon personal knowledge as to
6 PLAINTIFFS’ own experiences and on information and belief as to all other matters based on an
7 investigation by counsel, such that each allegation has evidentiary support or is likely to have
8 evidentiary support upon further investigation and discovery:

9 **I. INTRODUCTION**

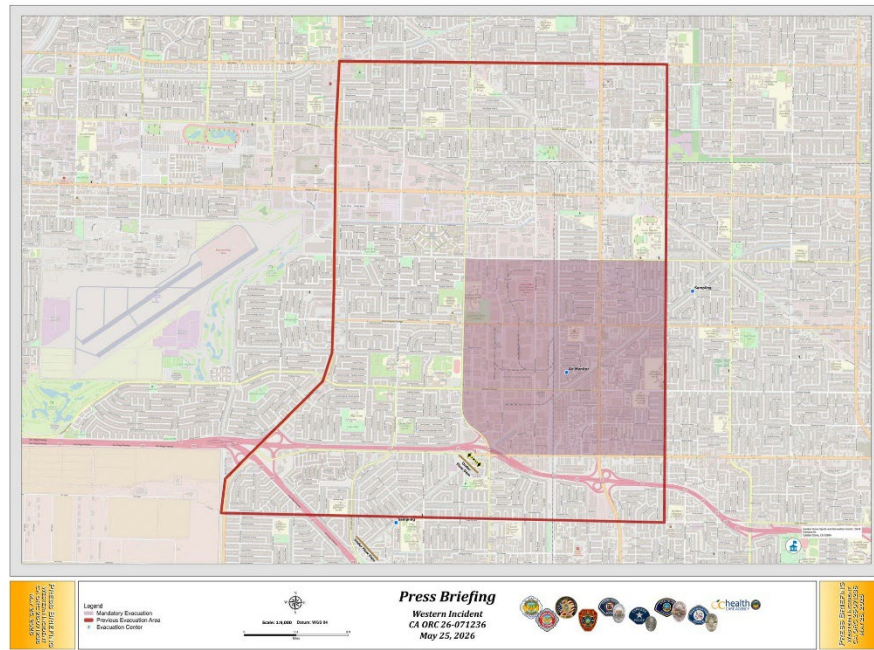
10 1. On May 21, 2026, at approximately 3:30 p.m., a catastrophic industrial emergency
11 unfolded at the GKN Aerospace Transparency Systems Inc. facility located at 12122 Western
12 Avenue, Garden Grove, California 92841 (the "Facility"). A 34,000-gallon storage tank containing
13 methyl methacrylate ("MMA") began overheating and venting toxic vapors into the surrounding
14 residential community. Initial cooling efforts with water sprays stabilized the situation temporarily,
15 allowing a limited evacuation order to be lifted overnight.



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26 See [https://www.npr.org/2026/05/24/nx-s1-5833165/california-chemical-tank-malfunction-leak-](https://www.npr.org/2026/05/24/nx-s1-5833165/california-chemical-tank-malfunction-leak-explode-emergency-evacuate)
27 [explode-emergency-evacuate](https://www.npr.org/2026/05/24/nx-s1-5833165/california-chemical-tank-malfunction-leak-explode-emergency-evacuate)

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2. By May 22, 2026, conditions at the Facility had significantly deteriorated. A faulty valve on the compromised tank prevented emergency responders from draining or neutralizing its



contents, and the tank's internal temperature continued to rise. The tank began exhibiting signs of structural stress, developing a bulge under increasing internal pressure, prompting the Orange County Fire Authority ("OCFA") to expand mandatory evacuation orders to include approximately 40,000 to 50,000 residents. More than fifteen school campuses across the Garden Grove Unified, Magnolia, Savanna, Westminster, and Cypress school districts were closed.

See <https://x.com/OCFireAuthority/status/2059078026672193566/photo/1>

3. On May 22, 2026, OCFA officials publicly warned residents of two possible catastrophic outcomes: (1) tank failure, releasing 6,000 to 7,000 gallons of liquid MMA into the surrounding area and storm drainage systems; and (2) thermal runaway resulting in a catastrophic explosion. The severity of the emergency prompted California Governor Gavin Newsom to declare a State of Emergency for Orange County on May 23, 2026¹, and President Donald Trump subsequently signed a Federal Emergency Declaration.

4. In the days that followed, emergency crews worked around the clock to stabilize the compromised tank while the internal temperature continued to climb, reaching at least 100 degrees

¹ <https://www.gov.ca.gov/2026/05/25/governor-newsom-secures-presidential-emergency-declaration-approval-for-orange-county-hazmat-response/>

1 Fahrenheit, which is the maximum reading measurable by the tank's gauge. On May 25, 2026, crews
2 discovered a crack in the tank which released internal pressure without causing a spill or explosion.
3 OCFA officials confirmed that the threat of a catastrophic BLEVE explosion had been eliminated,
4 and the evacuation zone was subsequently reduced, allowing approximately 25,000 residents to return
5 to their homes. On May 23, 2026, Orange County District Attorney Todd Spitzer announced a formal
6 criminal investigation into GKN AEROSPACE, issuing legal directives to preserve all maintenance
7 logs, telemetry records, and internal communications, and establishing a whistleblower tipline for
8 current and former GKN employees.

9 5. As of the filing of this Complaint, the emergency remains ongoing and approximately
10 16,000 residents remain under evacuation orders. The State of Emergency declared by Governor
11 Newsom remains in effect, mitigation work at the Facility is ongoing, and the risk of a smaller
12 explosion remains. The United States Environmental Protection Agency has deployed 24 continuous
13 air quality monitors throughout the affected area and has maintained a presence at the Facility since
14 May 22, 2026.

15 6. MMA (CAS No. 80-62-6) is regulated as a hazardous air pollutant under Section 112
16 of the Clean Air Act and the associated National Emission Standards for Hazardous Air Pollutants
17 ("NESHAP") regulations codified at 40 CFR Parts 61 and 63. It is regulated by the Occupational
18 Safety and Health Administration ("OSHA") with a permissible exposure limit ("PEL") of 100 parts
19 per million ("ppm") as an eight-hour time-weighted average. The National Institute for Occupational
20 Safety and Health ("NIOSH") identifies the Immediately Dangerous to Life or Health ("IDLH")
21 concentration for MMA as 4,000 ppm. MMA is a colorless liquid with a characteristically sharp,
22 fruity odor detectable by humans at very low concentrations. MMA vapors are heavier than air,
23 causing them to settle and accumulate at ground level in residential areas.

24 7. MMA undergoes exothermic, self-accelerating polymerization when exposed to heat,
25 contamination, or inhibitor depletion. Once initiated, this runaway chemical reaction generates
26 extreme heat and pressure that can exceed tank containment limits and produce explosive
27 concentrations of flammable MMA vapor — a phenomenon known as a Boiling Liquid Expanding
28 Vapor Explosion ("BLEVE"). The risks of MMA thermal runaway and BLEVE are thoroughly

1 documented in OSHA Process Safety Management ("PSM") literature, EPA Risk Management
2 Program ("RMP") regulations, and National Fire Protection Association ("NFPA") guidelines. GKN
3 AEROSPACE, as a decades-long manufacturer and handler of MMA, had actual knowledge of all
4 such risks.

5 8. What makes this disaster both foreseeable and preventable is that the May 21, 2026
6 MMA tank failure did not occur in a vacuum. It occurred against the backdrop of a prior catastrophic
7 electrical event at the very same Facility, caused by Defendant SOUTHERN CALIFORNIA EDISON
8 COMPANY ("SCE"). On March 14, 2023, an electrical transformer owned, operated, maintained,
9 and serviced by SCE exploded and caused a subsequent electrical surge and total loss of power at
10 12122 Western Avenue, resulting in damages to GKN AEROSPACE in excess of \$2,245,976. This
11 fact is established by a complaint filed by GKN AEROSPACE itself, together with its insurer ACE
12 American Insurance Company, against SCE in Orange County Superior Court on March 10, 2026
13 (Case No. 30-2026-01553863-CU-PO-CJC) ("the SCE Lawsuit"), just ten weeks before the MMA
14 tank failure.

15 9. PLAINTIFFS are informed and believe, and thereupon allege, that MMA storage
16 tanks require continuous, uninterrupted electrical power to operate the critical safety infrastructure
17 that prevents thermal runaway, including internal temperature monitoring sensors; inhibitor
18 circulation pumps that maintain adequate inhibitor concentrations throughout the stored MMA;
19 emergency valve control actuators that allow responders to drain, neutralize, or depressurize the tank
20 during a crisis; and automated emergency relief and cooling systems. A major electrical surge of the
21 kind caused by an exploding SCE transformer is capable of damaging or destroying precisely these
22 kinds of electronic control systems, sensors, and valve actuators, sometimes immediately, and
23 sometimes through latent degradation that manifests only under stress conditions.

24 10. From May 21 through May 23, 2026, OCFA documented three critical system
25 failures at the primary MMA tank: (1) the tank's internal temperature sensors did not accurately
26 reflect actual internal conditions. Crews physically entering the danger zone on May 22–23 found
27 the internal temperature was 90°F, far higher than the 77°F exterior drone reading taken that same
28 morning; (2) the tank's valve systems were found completely inoperable, described by OCFA

1 officials as "gummed up," preventing responders from draining, neutralizing, or accessing the tank
2 through any installed system; and (3) the inhibitor management system failed to maintain adequate
3 inhibitor concentrations, allowing uncontrolled MMA polymerization to initiate and escalate.
4 PLAINTIFFS are informed and believe, and thereupon allege, that the cause or causes of these
5 system failures, including the potential role of the March 14, 2023 electrical event at the Facility,
6 will be established through discovery, including through the maintenance records, inspection
7 reports, and internal communications that the Orange County District Attorney has directed GKN
8 AEROSPACE to preserve.

9 11. The SCE Lawsuit establishes that as of March 14, 2023, GKN AEROSPACE had
10 actual, documented notice that its Facility had suffered a major electrical casualty event causing
11 over \$2.2 million in damages. PLAINTIFFS are informed and believe, and thereupon allege, that
12 this notice imposed upon GKN AEROSPACE an obligation to assess and verify the continued
13 integrity of all safety critical systems at the Facility before resuming normal operations involving
14 large quantities of reactive MMA. The full scope of GKN AEROSPACE's response or failure to
15 respond to the March 14, 2023 electrical event will be the subject of discovery.

16 12. Despite DEFENDANTS' collective failures, PLAINTIFFS and tens of thousands of
17 their neighbors were forced to abandon their homes under emergency conditions, incur substantial
18 evacuation related expenses, endure displacement that remains ongoing as of the filing of this
19 Complaint, and suffer the ongoing harm of living adjacent to a facility that catastrophically failed to
20 prevent a foreseeable disaster.

21 **II. JURISDICTION AND VENUE**

22 13. This Court has jurisdiction pursuant to California Code of Civil Procedure sections
23 395 and 395.5. The GKN Aerospace Facility is located at 12122 Western Avenue, Garden Grove,
24 California, within the County of Orange. SCE is a California public utility that owns, operates, and
25 maintains electrical infrastructure throughout Orange County, including the transformer that serves
26 12122 Western Avenue. All events, acts, omissions, and transactions complained of herein occurred
27 within Orange County, California. PLAINTIFFS' damages exceed the jurisdictional minimum for
28 this Court. This action arises entirely under California state law and presents no federal question. No

1 basis for federal subject matter jurisdiction exists. Defendant MELROSE INDUSTRIES PLC, as a
2 foreign corporation operating through California subsidiaries and subject to personal jurisdiction in
3 California, does not create a basis for removal under 28 U.S.C. § 1441. Any attempt to remove this
4 action to federal court would be improper and made solely for purposes of delay. Should any
5 Defendant seek improper removal, PLAINTIFFS will promptly oppose such removal and seek all
6 available sanctions and fees.

7 14. Venue is proper in the County of Orange because the Facility at issue is located within
8 this County, the mandatory evacuation zone is located within this County, all PLAINTIFFS reside
9 and/or own property within this County, and SCE's electrical infrastructure and the transformer at
10 issue serve locations within the County of Orange.

11 **III. THE PARTIES**

12 15. PLAINTIFFS are individuals who, at all times relevant to this action, either resided
13 in, regularly visited, and/or conducted business in the areas affected by the release of chemicals
14 beginning in May 21, 2026.

15 16. PLAINTIFFS have suffered and continue to suffer injuries and damages including,
16 but not limited to: (a) forced evacuation from their homes and businesses under emergency conditions
17 with little or no notice; (b) loss of use and enjoyment of their real and personal property; (c) loss of
18 quiet use and enjoyment of their property; (d) evacuation-related out-of-pocket expenses including
19 hotel and lodging costs, transportation, food and replacement necessities, replacement medications,
20 and pet boarding costs; (e) physical injury arising from actual or threatened exposure to toxic
21 chemicals, including but not limited to MMA vapors, including irritation of the eyes, nose, throat,
22 and lungs, dizziness, nausea, headaches, and sore throats; (f) at elevated exposure concentrations,
23 severe respiratory distress requiring hospitalization; (g) fear of future physical injury arising from
24 exposure to toxic chemicals, including but not limited to MMA; (h) increased risk of future injury,
25 including significant respiratory, neurological, and dermal conditions and latent illness; (i) emotional
26 distress including insomnia, anxiety, worry, and depression arising from forced displacement, health
27 uncertainty, and the threat of catastrophic explosion; (j) harm to real and personal property, including
28 physical damage and diminution in fair market value; (k) damage to the health of pets; (l) past and

1 future medical and incidental expenses for examination, treatment, rehabilitation, and care; (m) loss
2 of income and earning capacity; (n) loss of revenues and profits from the operation of businesses
3 located within or dependent upon the evacuation zone; (o) displacement-related expenses and costs;
4 and (p) other harms and damages both known and as yet unknown. Upon information and belief,
5 some or all health effects arising from exposure to toxic chemicals, including but not limited to
6 MMA, may result in permanent impairments and/or disabilities, all to each PLAINTIFF's general
7 damages in a sum according to proof.

8 17. Defendant GKN AEROSPACE TRANSPARENCY SYSTEMS INC. ("GKN
9 AEROSPACE") is a California corporation, founded in 1946, operating an aerospace manufacturing
10 facility at 12122 Western Avenue, Garden Grove, California 92841. The Facility encompasses 15.5
11 acres and has operated at that location since at least 2004, according to City of Garden Grove records.
12 At all times relevant, GKN AEROSPACE owned, operated, managed, controlled, and maintained
13 the Facility, including the 34,000-gallon MMA storage tank and its associated safety systems. The
14 MMA storage tank at the center of this emergency was approximately 22 years old at the time of the
15 incident.

16 18. Defendant GKN AEROSPACE SERVICES, LLC ("GKN SERVICES") is a
17 Delaware limited liability company and, upon information and belief, a related intermediate holding
18 entity and/or alter ego of GKN AEROSPACE TRANSPARENCY SYSTEMS INC., sharing
19 common ownership, management, and corporate control. At all times relevant, GKN SERVICES
20 participated in, authorized, directed, and/or ratified the conduct alleged herein, including the
21 operational and safety decisions made at the Garden Grove Facility.

22 19. Defendant GKN AEROSPACE, INC. ("GKN INC.") is a Delaware corporation and
23 the United States operating subsidiary of GKN Aerospace, a global aerospace manufacturer. At all
24 times relevant, GKN INC. exercised supervisory control over, and provided direction and policy to,
25 the operations of GKN AEROSPACE TRANSPARENCY SYSTEMS INC. at the Garden Grove
26 Facility, including with respect to capital allocation, safety investment priorities, and regulatory
27 compliance strategy. GKN AEROSPACE TRANSPARENCY SYSTEMS INC., GKN
28 AEROSPACE SERVICES, LLC, and GKN AEROSPACE, INC. are referred to collectively herein

1 as "GKN AEROSPACE."

2 20. Defendant MELROSE INDUSTRIES PLC ("MELROSE") is a public limited
3 company organized under the laws of England and Wales, with its principal place of business in
4 Birmingham, England. MELROSE is publicly traded on the London Stock Exchange under ticker
5 symbol MRO and is a constituent of the FTSE 100 Index. MELROSE acquired GKN plc in 2018
6 through a hostile takeover and is the ultimate parent company of GKN Aerospace, Inc. and related
7 GKN Aerospace entities. Upon information and belief, MELROSE exercises substantial oversight
8 and control over GKN Aerospace's global operations, including corporate governance, operational
9 policies, budgeting, compliance, and safety-related initiatives affecting the Garden Grove Facility.
10 Peter Dilnot has served as Chief Executive Officer of MELROSE since March 2024. MELROSE is
11 subject to personal jurisdiction in California because it purposefully directs and oversees business
12 operations conducted in California through its GKN Aerospace subsidiaries, derives substantial
13 revenue from those operations, and the claims alleged herein arise out of or relate to MELROSE's
14 conduct and oversight relating to the California operations at issue.

15 21. Defendant SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") is a
16 California corporation and regulated public utility organized under the laws of the State of California,
17 including the provisions of the California Public Utilities Code, with its principal place of business
18 at 2244 Walnut Grove Avenue, Rosemead, California 91770. At all times relevant, SCE owned,
19 operated, maintained, inspected, and/or was otherwise responsible for the electrical service
20 transformer and associated electrical infrastructure that provided electricity to the GKN Aerospace
21 Facility at 12122 Western Avenue, Garden Grove, California.

22 22. DOES 101-150, inclusive, are hereinafter collectively referred to as the "PUBLIC
23 ENTITY DEFENDANTS." PUBLIC ENTITY DEFENDANTS will be substituted into this action
24 after the presentation of claims pursuant to California Government Code § 910, *et. seq.* PLAINTIFFS
25 expressly reserve the right, upon substitution of PUBLIC ENTITY DEFENDANTS following the
26 Government Claims Act process, to assert all additional causes of action available against public
27 entities arising from the facts alleged herein, including but not limited to claims for Inverse
28 Condemnation under Article I, Section 19 of the California Constitution, and public entity liability

1 under Government Code § 815.2, based on the negligent failure to discharge mandatory duties in
2 connection with the inspection, monitoring, and oversight of hazardous materials facilities and storm
3 drainage systems in the affected area. The omission of such causes of action from this Complaint
4 does not constitute a waiver; PLAINTIFFS will seek leave to amend upon completion of the
5 Government Claims Act process.

6 23. DOES 1-150 are individuals and/or entities whose true names and capacities are
7 currently not known to PLAINTIFFS. DOES 1-150 are legally responsible and liable to
8 PLAINTIFFS to the extent of the liability of the named DEFENDANTS. PLAINTIFFS will seek
9 leave of the Court to amend this Complaint to reflect the true names and capacities of the
10 DEFENDANTS designated herein as DOES when such identities and capacities become known.

11 **IV. ALTER EGO ALLEGATIONS**

12 24. At all times relevant, Defendants GKN AEROSPACE TRANSPARENCY
13 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
14 MELROSE INDUSTRIES PLC were the agent, servant, employee, and/or partner of each other and
15 were at all times operating and acting within the purpose and scope of said agency, service,
16 employment, partnership, and/or conspiracy. Each of these Defendants rendered substantial
17 assistance and encouragement to the others, acting in concert knowing that their collective conduct
18 was wrong and/or unlawful, and each has ratified and approved the acts of the others.

19 25. Each of the members of the joint GKN-Melrose enterprise, and the enterprise itself,
20 are responsible for the wrongful conduct of any member acting in furtherance of the enterprise.

21 26. PLAINTIFFS are informed and believe, and thereupon allege, that at all times relevant
22 herein, Defendants GKN AEROSPACE TRANSPARENCY SYSTEMS INC., GKN AEROSPACE
23 SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE INDUSTRIES PLC were operating
24 as a single integrated aerospace enterprise, and are jointly and severally responsible for the wrongful
25 conduct of each other's agents, employees, or members acting in furtherance of the enterprise because
26 these Defendants have: (a) combined property, assets, and resources to carry out a single aerospace
27 manufacturing business undertaking; (b) shared ownership interests in the operations of the Garden
28 Grove Facility; (c) exercised joint control over the operations, safety programs, regulatory

1 compliance, and capital allocation at the Garden Grove Facility; (d) shared profits and losses arising
2 from those operations; and (e) operated under an implied or express enterprise agreement formed by
3 their conduct.

4 27. An unjust result will follow if the Court chooses to observe and uphold the corporate
5 fiction that GKN AEROSPACE TRANSPARENCY SYSTEMS INC., GKN AEROSPACE
6 SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE INDUSTRIES PLC are separately
7 operating entities. MELROSE is the ultimate beneficiary of the Garden Grove Facility's operations
8 and the ultimate decision-maker with respect to the allocation of safety resources at that Facility.

9 28. PLAINTIFFS are informed and believe, and thereupon allege, that at all times
10 relevant, GKN AEROSPACE TRANSPARENCY SYSTEMS INC. was not properly capitalized to
11 independently fund the safety upgrades, maintenance programs, and regulatory compliance
12 obligations required to safely operate large-volume MMA storage systems adjacent to a densely
13 populated residential neighborhood, and failed to abide by corporate formalities independent of GKN
14 AEROSPACE, INC. and MELROSE. Moreover, MELROSE and GKN AEROSPACE, INC.
15 directed, controlled, and used the Garden Grove Facility's revenues and operations for their own
16 financial gain while maintaining GKN AEROSPACE TRANSPARENCY SYSTEMS INC. in a state
17 of dependency that prevented it from independently funding adequate safety measures.

18 29. PLAINTIFFS are informed and believe, and thereupon allege, that GKN
19 AEROSPACE management had actual prior notice of degraded cooling coils and compromised
20 primary tank valve systems at the Facility and refused to allocate the capital necessary to take the
21 tanks offline and carry out repairs, which was a direct operational consequence of MELROSE's
22 deliberate underfunding of the Garden Grove Facility's maintenance and safety budgets, facts that
23 will be the subject of discovery including through employee and former employee records,
24 maintenance logs, and internal communications that the Orange County District Attorney has
25 directed GKN AEROSPACE to preserve.

26 30. PLAINTIFFS are informed and believe, and thereupon allege, that at all times
27 relevant, the managing agents and officers of GKN AEROSPACE, INC. and MELROSE
28 INDUSTRIES PLC were responsible corporate officers who actively participated in, directed,

1 authorized, and/or had knowledge of the wrongful conduct alleged herein, including the decisions to
2 underfund safety systems at the Garden Grove Facility, to defer regulatory compliance, and to
3 continue MMA storage operations despite known safety deficiencies, and are therefore
4 independently liable.

5 31. PLAINTIFFS are informed and believe, and thereupon allege, that at all times
6 relevant, MELROSE and GKN AEROSPACE, INC. redirected revenues, assets, and profits from
7 GKN AEROSPACE TRANSPARENCY SYSTEMS INC. to themselves and/or other affiliated
8 entities, leaving GKN AEROSPACE TRANSPARENCY SYSTEMS INC. inadequately resourced
9 to fund the safety investments and regulatory compliance required to protect the surrounding
10 community.

11 32. An inequitable result will follow if the Court declines to hold MELROSE
12 INDUSTRIES PLC, GKN AEROSPACE, INC., and GKN AEROSPACE SERVICES, LLC jointly
13 and severally liable for the wrongful conduct of GKN AEROSPACE TRANSPARENCY SYSTEMS
14 INC. as alleged herein.

15 **V. ADDITIONAL FACTUAL BASIS FOR ASSERTED CLAIMS**

16 **A. March 14, 2023 SCE Transformer Explosion.**

17 33. On or about March 14, 2023, an electrical transformer owned, operated, maintained,
18 and serviced by SCE and providing electrical service to the GKN Aerospace Facility at 12122
19 Western Avenue, Garden Grove, exploded and caused a subsequent electrical surge and total loss of
20 power at the Facility. These facts are established by GKN AEROSPACE's own complaint filed
21 against SCE in Orange County Superior Court, Case No. 30-2026-01553863-CU-PO-CJC, filed
22 March 10, 2026, in which GKN AEROSPACE and its insurer, ACE American Insurance Company,
23 allege that SCE negligently failed to take reasonable precautions in the design, construction,
24 installation, inspection, maintenance, and/or control of the service transformer, and failed to use due
25 care in its inspection and maintenance. SCE has filed a cross-complaint in that same action, dated
26 May 5, 2026, denying liability and seeking indemnity and apportionment of fault from unknown
27 cross-defendants.

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1 34. According to the SCE Lawsuit, the March 14, 2023 transformer explosion caused
2 GKN AEROSPACE business interruption losses, extra expenses, and property damage estimated at
3 \$2,245,976. ACE American Insurance Company made payments totaling \$1,639,276 to or on behalf
4 of GKN AEROSPACE arising from the event, and GKN AEROSPACE incurred an additional
5 \$606,700 in uninsured losses in the form of its insurance deductible.

6 35. By no later than March 14, 2023, GKN AEROSPACE had actual, documented
7 knowledge that its Facility at 12122 Western Avenue had suffered a major electrical casualty event
8 involving an explosion, electrical surge, and total loss of power. PLAINTIFFS are informed and
9 believe, and thereupon allege, that this event placed GKN AEROSPACE on actual notice of the need
10 to conduct a comprehensive assessment of all systems at the Facility — including but not limited to
11 safety-critical systems associated with the MMA storage tanks — to verify their continued integrity
12 and operability before resuming large-volume MMA storage and manufacturing operations.

13 36. PLAINTIFFS are informed and believe, and thereupon allege, that the March 14,
14 2023 electrical surge and total loss of power affected electrical and mechanical systems throughout
15 the Facility, including systems associated with the MMA storage operations. The precise scope of
16 damage to the Facility's safety-critical systems, including temperature monitoring sensors, valve
17 actuators, inhibitor circulation pumps, and emergency relief controls, is contained within GKN
18 AEROSPACE's internal maintenance records, electrical damage assessments, inspection reports,
19 and internal communications, which the Orange County District Attorney has directed to be
20 preserved in connection with the criminal investigation into the May 21, 2026 incident.
21 PLAINTIFFS intend to seek full production of all such records through discovery.

22 37. PLAINTIFFS are informed and believe, and thereupon allege, that SCE's negligence
23 was a cause of the electrical casualty at the Facility on March 14, 2023. Whether and to what extent
24 that electrical event contributed to the conditions that led to the May 21, 2026 MMA tank failure is
25 a question of fact that will be established through discovery, including through records preserved
26 pursuant to the District Attorney's directive and through the ongoing litigation in Case No. 30-2026-
27 01553863-CU-PO-CJC.

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1 **B. GKN AEROSPACE's Documented History of Regulatory Violations**

2 38. In April 2018, Cal/OSHA inspected the Facility and issued citations including: (a) a
3 citation under California Code of Regulations, Title 8, section 3203(A), for failure to implement an
4 effective written injury and illness prevention program; and (b) a citation under California Code of
5 Regulations, Title 8, section 3328(B), for failure to ensure that all machinery and equipment in
6 service were inspected or maintained as recommended by the manufacturer, including specifically
7 the improper cooling and covering of volatile chemical tanks at the Facility.²

8 39. In May 2019, Cal/OSHA received a formal complaint regarding health conditions at
9 the Garden Grove Facility, prompting a health inspection by the Santa Ana District Office, which
10 was opened on May 16, 2019 and closed on August 9, 2019 (Cal/OSHA Inspection No.
11 1401742.015). PLAINTIFFS are informed and believe, and thereupon allege, that following this
12 inspection the California Department of Industrial Relations sought civil penalties against GKN
13 AEROSPACE in Orange County Superior Court for unpaid violations arising from the 2018 and
14 2019 inspections.³

15 40. In November 2020, SCAQMD inspected the Garden Grove Facility and determined
16 that GKN AEROSPACE had violated applicable air quality regulations, including: (a) using
17 chemicals in manufacturing beyond what was permitted under its SCAQMD operating permits; (b)
18 allowing chemical emissions exceeding applicable limits; (c) failing to maintain complete emissions
19 records; and (d) failing to obtain required permits for certain equipment and procedures. In January
20 2025, GKN AEROSPACE entered into a settlement with SCAQMD resolving the violations
21 identified during the November 2020 inspection and agreed to pay \$909,935.95 in penalties.⁴

22 41. In December 2021, Cal/OSHA received two simultaneous complaints regarding
23 conditions at the Garden Grove Facility and opened a safety inspection at 12122 Western Avenue
24 (Cal/OSHA Inspection No. 1567673.015). Following a close conference on February 8, 2022,

25 _____
26 ² https://www.osha.gov/ords/imis/establishment.inspection_detail?id=1310856.015

27 ³ https://www.osha.gov/ords/imis/establishment.inspection_detail?id=1401742.015

28 ⁴ <https://www.nbclongbeach.com/news/local/gkn-aerospace-air-quality-safety-violation-settlement/3894740/>

1 Cal/OSHA issued a citation on February 9, 2022 under California Code of Regulations, Title 8,
2 section 3203(A)(8), for failure to implement an effective written Injury and Illness Prevention
3 Program — the same regulation for which GKN AEROSPACE had been cited in 2018.⁵

4 42. PLAINTIFFS are informed and believe, and thereupon allege, that in March 2025,
5 GKN AEROSPACE received notices to comply from regulators regarding operating records,
6 equipment registration, and an application for change in ownership of the Facility.

7 43. The foregoing regulatory violations collectively demonstrate that DEFENDANTS
8 had actual notice, for years prior to the May 21, 2026 incident, of deficiencies in their chemical
9 handling, storage, and regulatory compliance operations at the Garden Grove Facility.

10 44. PLAINTIFFS are informed and believe, and thereupon allege, that GKN
11 AEROSPACE management had actual prior notice of degraded valve and cooling systems and
12 refused to allocate capital for repairs, facts that will be the subject of discovery including through
13 the employee and former employee records, maintenance logs, and internal communications that the
14 Orange County District Attorney has directed GKN AEROSPACE to preserve.

15 **VI. CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION**

17 **NEGLIGENCE**

18 **(By PLAINTIFFS Against All DEFENDANTS and DOES 1-150)**

19 45. PLAINTIFFS incorporate by reference all allegations of the preceding paragraphs as
20 though fully set forth herein.

21 46. At all relevant times, GKN AEROSPACE TRANSPARENCY SYSTEMS INC.
22 owned, operated, inspected, controlled, managed, and maintained the Facility and the MMA storage
23 tank and associated safety systems. GKN AEROSPACE, INC. and MELROSE INDUSTRIES PLC,
24 as parent and ultimate parent companies, set corporate safety policy and controlled capital allocation
25 for the Facility.

26 47. At all relevant times, SCE owned, operated, maintained, inspected, and was
27

28 ⁵ https://www.osha.gov/ords/imis/establishment.inspection_detail?id=1567673.015

1 responsible for the service transformer and associated electrical infrastructure providing electricity
2 to 12122 Western Avenue, Garden Grove.

3 48. At all relevant times, GKN AEROSPACE TRANSPARENCY SYSTEMS INC.,
4 GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE had a duty to
5 exercise the utmost care and diligence in the ownership, design, operation, management,
6 supervision, inspection, maintenance, repair, and control of the Facility and its MMA storage
7 systems, in compliance with all applicable regulations and industry standards so as not to cause harm
8 to individual persons, private and public property, the environment, public health, and the
9 comfortable use and enjoyment of property and life by the surrounding residential community.

10 49. At all relevant times, SCE, as a regulated California public utility providing electrical
11 service to a facility that stored large quantities of reactive and flammable chemicals, had a duty to
12 exercise the utmost care and diligence in the design, construction, installation, inspection,
13 maintenance, repair, and control of the service transformer and electrical infrastructure serving
14 12122 Western Avenue, in compliance with all applicable California Public Utilities Commission
15 regulations, electrical safety standards, and common law duties owed to persons foreseeably harmed
16 by SCE's electrical infrastructure failures, including residents in the surrounding community.

17 50. GKN AEROSPACE TRANSPARENCY SYSTEMS INC., GKN AEROSPACE
18 SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE breached their duties of care by,
19 among other things: (a) failing to implement adequate continuous internal temperature monitoring
20 for the primary MMA storage tank; (b) failing to maintain the tank's valve systems in operable
21 condition, leaving emergency responders unable to drain, neutralize, or access the tank through any
22 installed system during the May 21, 2026 crisis; (c) failing to maintain adequate inhibitor
23 concentrations to prevent uncontrolled MMA polymerization; (d) failing to comply with OSHA
24 PSM regulations and EPA RMP regulations; (e) failing to comply with SCAQMD rules and
25 operating permits; (f) failing to comply with Cal/OSHA requirements under Title 8 CCR sections
26 3203(A) and 3328(B), as evidenced by the 2018 citations specifically for improper cooling and
27 covering of volatile chemical tanks; (g) failing, following the March 14, 2023 SCE transformer
28 explosion, to conduct a comprehensive inspection and functional verification of all safety-critical

1 electrical systems before resuming large-volume MMA storage operations; (h) failing to adequately
2 train employees in MMA hazard recognition and emergency response; and (i) failing to timely notify
3 OCFA, public health officials, and affected residents of the onset of the May 21, 2026 MMA
4 polymerization event.

5 51. SCE breached its duty of care by, among other things: (a) negligently designing,
6 constructing, installing, inspecting, maintaining, and/or controlling the service transformer that
7 exploded on March 14, 2023, in violation of applicable California Public Utilities Commission
8 regulations, electrical safety standards, and common law duties, as alleged by GKN AEROSPACE
9 itself in Case No. 30-2026-01553863-CU-PO-CJC; (b) failing to use due care in the inspection and
10 maintenance of the transformer servicing the Facility prior to the March 14, 2023 explosion; and (c)
11 failing to take reasonable precautions to prevent an electrical explosion and surge of the kind that
12 foreseeably could damage safety-critical systems at a nearby facility storing large quantities of
13 reactive hazardous chemicals. PLAINTIFFS are informed and believe, and thereupon allege, that
14 SCE's negligence was a contributing cause of the March 14, 2023 electrical event at the Facility and
15 the chain of causation leading to the May 21, 2026 MMA tank failure and the resulting harm to
16 PLAINTIFFS.

17 52. GKN AEROSPACE TRANSPARENCY SYSTEMS INC., GKN AEROSPACE
18 SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE knew, or should have known, based
19 on their prior regulatory violations that their MMA storage operations were deficient and that failure
20 to correct those deficiencies would reasonably increase the probability of a catastrophic event of the
21 kind that occurred on May 21, 2026.

22 53. SCE knew, or should have known, that the transformer servicing the GKN Aerospace
23 Facility at 12122 Western Avenue was in a dangerous condition and at risk of failure, and that an
24 electrical explosion and surge at a facility storing large quantities of reactive hazardous chemicals
25 posed a foreseeable risk of catastrophic harm to the surrounding residential community. SCE's own
26 files in Case No. 30-2026-01553863-CU-PO-CJC, and the maintenance, inspection, and service
27 records relating to the subject transformer, contain information bearing on SCE's prior notice of the
28 transformer's condition. PLAINTIFFS intend to seek production of all such records through

1 discovery.

2 54. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
3 and each of them, PLAINTIFFS have suffered damages including, but not limited to, inhalation of
4 toxic chemicals, including but not limited to MMA vapors and other hazardous air contaminants
5 released from the Facility, resulting in personal injuries including, but not limited to, irritation of the
6 eyes, nose, throat, and lungs; dizziness; nausea; headaches; sore throats; difficulty breathing; severe
7 respiratory distress; pulmonary sensitization; central nervous system effects; skin sensitization; and
8 other harms known and as yet unknown. Upon information and belief, some or all of the health
9 effects may result in permanent impairments and/or disabilities, all to each PLAINTIFF's general
10 damage in a sum according to proof.

11 55. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
12 and each of them, PLAINTIFFS are required to, and continue to, employ physicians and/or other
13 health care providers to examine, treat, and care for their injuries. PLAINTIFFS have incurred and
14 will continue to incur medical and incidental expenses for such examination, treatment,
15 rehabilitation, and care, all in an amount according to proof at the time of trial pursuant to California
16 Code of Civil Procedure § 425.10.

17 56. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
18 and each of them, PLAINTIFFS have been placed at increased risk for the development of latent
19 health problems, including but not limited to, significant respiratory, neurological, and dermal
20 conditions arising from exposure to toxic chemicals including but not limited to MMA, such that
21 PLAINTIFFS now require medical monitoring for such problems in the future, all in an amount
22 according to proof.

23 57. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
24 and each of them, PLAINTIFFS have suffered, and will continue to suffer, general damages for fear,
25 worry, annoyance, discomfort, disturbance, inconvenience, mental anguish, and emotional distress,
26 as well as loss of the quiet use and enjoyment of their property and public properties located in the
27 area, and loss of the use and benefit of PLAINTIFFS' real and personal property, all in an amount
28 according to proof at the time of trial pursuant to California Code of Civil Procedure § 425.10.

1 58. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
2 and each of them, PLAINTIFFS have incurred, and will continue to incur, a loss of income and/or a
3 loss of earning capacity, all in an amount according to proof at the time of trial pursuant to California
4 Code of Civil Procedure § 425.10.

5 59. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
6 and each of them, PLAINTIFFS have incurred, and will continue to incur, a loss of revenues and
7 profits from the operation of their businesses, all in an amount according to proof at the time of trial
8 pursuant to California Code of Civil Procedure § 425.10.

9 60. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
10 and each of them, PLAINTIFFS have suffered, and will continue to suffer, the loss of the quiet use
11 and enjoyment of their property, as well as public properties located in the area; have suffered, and
12 will continue to suffer, the diminution of the value of their property; and have been or will be
13 required to expend monies to repair and/or restore the property to its condition prior to the incident,
14 all in an amount according to proof at the time of trial pursuant to California Code of Civil Procedure
15 § 425.10.

16 61. The wrongful acts and/or omissions of GKN AEROSPACE TRANSPARENCY
17 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
18 MELROSE were made, adopted, authorized, approved, endorsed, and/or ratified by their officers,
19 directors, or managing agents and were done maliciously, oppressively, and/or with willful and
20 knowing disregard of the probable dangerous consequences to PLAINTIFFS and the surrounding
21 community. The wrongful acts and/or omissions of SOUTHERN CALIFORNIA EDISON
22 COMPANY were likewise made, adopted, authorized, approved, endorsed, and/or ratified by its
23 officers, directors, or managing agents and were done with conscious disregard of the rights and
24 safety of PLAINTIFFS and the surrounding community. PLAINTIFFS are entitled to punitive and
25 exemplary damages against all DEFENDANTS in amounts to be ascertained, which are appropriate
26 to punish DEFENDANTS and deter such behavior by DEFENDANTS and others in the future.

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1 **SECOND CAUSE OF ACTION**

2 **NEGLIGENCE PER SE**

3 **(By PLAINTIFFS Against All DEFENDANTS and DOES 1-150)**

4 62. PLAINTIFFS incorporate by reference all allegations of the preceding paragraphs as
5 though fully set forth herein.

6 63. At all times relevant herein, California Health and Safety Code § 41700 was in full
7 force and effect. That statute provides, in pertinent part, that a person shall not discharge from any
8 source whatsoever quantities of air contaminants or other material that cause injury, detriment,
9 nuisance, or annoyance to any considerable number of persons or to the public, or that endanger the
10 comfort, repose, health, or safety of any of those persons or the public, or that cause, or have a natural
11 tendency to cause, injury or damage to business or property. Similarly, SCAQMD Rule 402 prohibits
12 the discharge from any source of such quantities of air contaminants or other material that cause a
13 public nuisance. PLAINTIFFS and the residents of the surrounding community are among the class
14 of persons that California Health and Safety Code § 41700 and SCAQMD Rule 402 were intended
15 to protect.

16 64. At all times relevant, DEFENDANTS, and each of them, violated California Health
17 and Safety Code § 41700 and SCAQMD Rule 402 by negligently, carelessly, recklessly, and/or
18 unlawfully operating, maintaining, and controlling the Facility and its MMA storage systems in such
19 a manner as to cause the discharge and release of MMA vapors and other toxic air contaminants into
20 the surrounding residential community. At all times relevant, GKN AEROSPACE, GKN
21 AEROSPACE SERVICES, GKN AEROSPACE, INC., and MELROSE also violated California
22 Code of Regulations, Title 8, section 3203(A) (requiring an effective written Injury and Illness
23 Prevention Program) and section 3328(B) (requiring inspection and maintenance of machinery and
24 equipment including volatile chemical tanks in compliance with manufacturer recommendations),
25 as evidenced by the 2018 and 2022 Cal/OSHA citations issued to GKN AEROSPACE for the same
26 violations. PLAINTIFFS and the surrounding residential community are among the class of persons
27 these regulations were designed to protect, as these regulations were specifically enacted to prevent
28 injuries and hazardous conditions arising from improper chemical handling and equipment

1 maintenance at industrial facilities. Additionally, GKN AEROSPACE violated OSHA Process
2 Safety Management (“PSM”) regulations (29 CFR § 1910.119) and EPA Risk Management Program
3 (“RMP”) regulations (40 CFR Part 68) applicable to facilities storing and handling highly hazardous
4 chemicals such as MMA above threshold quantities. These regulations were enacted to prevent
5 precisely the type of catastrophic chemical release that occurred on May 21, 2026.

6 65. GKN AEROSPACE’s history of violating these same statutes and regulations is
7 established by documentary evidence: in January 2025, GKN AEROSPACE paid \$909,935.95 to
8 settle SCAQMD violations arising from a November 2020 inspection that found GKN
9 AEROSPACE had used chemicals in manufacturing beyond what was permitted under its
10 SCAQMD operating permits, allowed chemical emissions exceeding applicable limits, failed to
11 maintain complete emissions records, and failed to obtain required permits for certain equipment
12 and procedures. GKN AEROSPACE had actual notice of these statutory and regulatory obligations
13 and had previously failed to comply with them.

14 66. DEFENDANTS’ violations of California Health and Safety Code § 41700 and
15 SCAQMD Rule 402 were a direct, proximate, and legal cause of the May 21, 2026 MMA release
16 and the resulting injuries and damages suffered by PLAINTIFFS. PLAINTIFFS were members of
17 the class of persons these statutes and regulations were designed to protect, and the harm suffered
18 by PLAINTIFFS is precisely the type of harm these statutes and regulations were designed to
19 prevent.

20 67. As a direct and legal result of the violations of California Health and Safety Code §
21 41700 and SCAQMD Rule 402 by DEFENDANTS, and each of them, PLAINTIFFS have suffered
22 damages including, but not limited to, inhalation of toxic chemicals, including but not limited to
23 MMA vapors and other hazardous air contaminants unlawfully discharged from the Facility,
24 resulting in personal injuries including, but not limited to, irritation of the eyes, nose, throat, and
25 lungs; dizziness; nausea; headaches; sore throats; difficulty breathing; severe respiratory distress;
26 pulmonary sensitization; central nervous system effects; skin sensitization; and other harms known
27 and as yet unknown. Upon information and belief, some or all of the health effects may result in
28 permanent impairments and/or disabilities, all to each PLAINTIFF's general damage in a sum

1 according to proof.

2 68. As a direct and legal result of the violations of California Health and Safety Code §
3 41700 and SCAQMD Rule 402 by DEFENDANTS, and each of them, PLAINTIFFS are required
4 to, and continue to, employ physicians and/or other health care providers to examine, treat, and care
5 for their injuries. PLAINTIFFS have incurred and will continue to incur medical and incidental
6 expenses for such examination, treatment, rehabilitation, and care, all in an amount according to
7 proof at the time of trial pursuant to California Code of Civil Procedure § 425.10.

8 69. As a direct and legal result of the violations of California Health and Safety Code §
9 41700 and SCAQMD Rule 402 by DEFENDANTS, and each of them, PLAINTIFFS have been
10 placed at increased risk for the development of latent health problems, including but not limited to
11 significant respiratory, neurological, and dermal conditions arising from exposure to toxic chemicals
12 including but not limited to MMA, such that PLAINTIFFS now require medical monitoring for such
13 problems in the future, all in an amount according to proof.

14 70. As a direct and legal result of the violations of California Health and Safety Code §
15 41700 and SCAQMD Rule 402 by DEFENDANTS, and each of them, PLAINTIFFS have suffered,
16 and will continue to suffer, general damages for fear, worry, annoyance, discomfort, disturbance,
17 inconvenience, mental anguish, and emotional distress, as well as loss of the quiet use and enjoyment
18 of their property and public properties located in the area, and loss of the use and benefit of
19 PLAINTIFFS' real and personal property, all in an amount according to proof at the time of trial
20 pursuant to California Code of Civil Procedure § 425.10.

21 71. As a direct and legal result of the violations of California Health and Safety Code §
22 41700 and SCAQMD Rule 402 by DEFENDANTS, and each of them, PLAINTIFFS have incurred,
23 and will continue to incur, a loss of income and/or a loss of earning capacity, all in an amount
24 according to proof at the time of trial pursuant to California Code of Civil Procedure § 425.10.

25 72. As a direct and legal result of the violations of California Health and Safety Code §
26 41700 and SCAQMD Rule 402 by DEFENDANTS, and each of them, PLAINTIFFS have incurred,
27 and will continue to incur, a loss of revenues and profits from the operation of their businesses, all
28 in an amount according to proof at the time of trial pursuant to California Code of Civil Procedure

1 § 425.10.

2 73. As a direct and legal result of the violations of California Health and Safety Code §
3 41700 and SCAQMD Rule 402 by DEFENDANTS, and each of them, PLAINTIFFS have suffered,
4 and will continue to suffer, the loss of the quiet use and enjoyment of their property, as well as public
5 properties located in the area; have suffered, and will continue to suffer, the diminution of the value
6 of their property; and have been or will be required to expend monies to repair and/or restore the
7 property to its condition prior to the incident, all in an amount according to proof at the time of trial
8 pursuant to California Code of Civil Procedure § 425.10.

9 74. The wrongful acts and/or omissions of GKN AEROSPACE TRANSPARENCY
10 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
11 MELROSE INDUSTRIES PLC in violating California Health and Safety Code § 41700 and
12 SCAQMD Rule 402 were made, adopted, authorized, approved, endorsed, and/or ratified by their
13 officers, directors, or managing agents and were done maliciously, oppressively, fraudulently, and/or
14 with a willful and knowing disregard of the probable dangerous consequences to PLAINTIFFS and
15 the surrounding community, as evidenced by DEFENDANTS' prior regulatory violations, the
16 \$909,935.95 SCAQMD settlement in January 2025, and DEFENDANTS' continued operation of the
17 Facility in violation of applicable air quality laws. PLAINTIFFS are entitled to punitive and
18 exemplary damages against GKN AEROSPACE TRANSPARENCY SYSTEMS INC., GKN
19 AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE INDUSTRIES PLC
20 in amounts to be ascertained, which are appropriate to punish said DEFENDANTS and deter such
21 behavior by DEFENDANTS and others in the future.

22 **THIRD CAUSE OF ACTION**

23 **STRICT LIABILITY FOR ULTRAHAZARDOUS ACTIVITIES**

24 **(By PLAINTIFFS Against GKN AEROSPACE DEFENDANTS, MELROSE,**
25 **and DOES 1–150)**

26 75. PLAINTIFFS incorporate by reference all allegations of the preceding paragraphs as
27 though fully set forth herein.

28 76. At all times relevant herein, GKN AEROSPACE TRANSPARENCY SYSTEMS

1 INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE
2 INDUSTRIES PLC were the owners and operators of the Facility located at 12122 Western Avenue,
3 Garden Grove, California 92841.

4 77. At all times relevant to this action, GKN AEROSPACE TRANSPARENCY
5 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
6 MELROSE INDUSTRIES PLC had supervision, custody, and control of the Facility and all
7 chemical storage systems located therein, including the 34,000-gallon MMA storage tank that is the
8 subject of this Complaint.

9 78. At all times relevant to this action, GKN AEROSPACE TRANSPARENCY
10 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
11 MELROSE INDUSTRIES PLC had a duty to protect PLAINTIFFS from the natural consequences
12 of the mishandling of ultrahazardous chemicals, including but not limited to methyl methacrylate
13 (MMA), at the Facility.

14 79. DEFENDANTS were engaged in ultrahazardous activities by storing, processing,
15 handling, transporting, housing, and distributing large quantities of MMA — a highly volatile,
16 highly flammable, reactive, and acutely toxic chemical monomer — in a 34,000-gallon storage tank
17 located within approximately 500 feet of residential dwellings in a densely populated neighborhood
18 within six Orange County cities. The storage of large quantities of reactive MMA in close proximity
19 to a residential community creates a risk of serious harm — including catastrophic explosion, toxic
20 vapor release, and community-wide displacement — that cannot be eliminated even by the exercise
21 of reasonable care.

22 80. PLAINTIFFS have suffered harm as a result of DEFENDANTS' conduct as described
23 herein, including but not limited to physical injury, forced evacuation, loss of use and enjoyment of
24 their homes and property, displacement-related expenses, emotional distress, and other expenses and
25 damages as set forth herein.

26 81. The injuries sustained by PLAINTIFFS as a result of DEFENDANTS' conduct
27 described herein were the direct and proximate result of DEFENDANTS' ultrahazardous activities.

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1 82. The harm to PLAINTIFFS was, and is, the kind of harm that would be reasonably
2 anticipated as a result of the risks created by the improper storage, handling, and maintenance of
3 large quantities of reactive hazardous chemicals, including MMA, in a densely populated residential
4 community.

5 83. DEFENDANTS' storage, handling, and operation of the MMA storage systems at the
6 Facility, and the resulting release of toxic MMA vapors and forced evacuation of more than 50,000
7 residents, was and remains a substantial factor in causing the numerous harms suffered by
8 PLAINTIFFS.

9 84. DEFENDANTS, and each of them, are liable to PLAINTIFFS for all damages arising
10 from this ultrahazardous activity, including all compensatory damages, and attorneys' fees pursuant
11 to California Code of Civil Procedure § 1021.5.

12 85. DEFENDANTS, and each of them, are liable to PLAINTIFFS for all damages arising
13 from their violations of California Civil Code § 3479 and California Health and Safety Code §
14 25510(a), including compensatory and injunctive relief and attorneys' fees pursuant to California
15 Code of Civil Procedure § 1021.5.

16 86. As a direct and legal result of DEFENDANTS' ultrahazardous activities,
17 PLAINTIFFS have suffered damages including, but not limited to, inhalation of toxic chemicals,
18 including but not limited to MMA vapors and other hazardous air contaminants released from the
19 Facility, resulting in personal injuries including, but not limited to, irritation of the eyes, nose, throat,
20 and lungs; dizziness; nausea; headaches; sore throats; difficulty breathing; severe respiratory
21 distress; pulmonary sensitization; central nervous system effects; skin sensitization; and other harms
22 known and as yet unknown. Upon information and belief, some or all of the health effects may result
23 in permanent impairments and/or disabilities, all to each PLAINTIFF's general damage in a sum
24 according to proof.

25 87. As a direct and legal result of DEFENDANTS' ultrahazardous activities,
26 PLAINTIFFS are required to, and continue to, employ physicians and/or other health care providers
27 to examine, treat, and care for their injuries. PLAINTIFFS have incurred and will continue to incur
28 medical and incidental expenses for such examination, treatment, rehabilitation, and care, all in an

1 amount according to proof at the time of trial pursuant to California Code of Civil Procedure §
2 425.10.

3 88. As a direct and legal result of DEFENDANTS' ultrahazardous activities,
4 PLAINTIFFS have been placed at increased risk for the development of latent health problems,
5 including but not limited to significant respiratory, neurological, and dermal conditions arising from
6 exposure to toxic chemicals including but not limited to MMA, such that PLAINTIFFS now require
7 medical monitoring for such problems in the future, all in an amount according to proof.

8 89. As a direct and legal result of DEFENDANTS' ultrahazardous activities,
9 PLAINTIFFS have suffered, and will continue to suffer, general damages for fear, worry,
10 annoyance, discomfort, disturbance, inconvenience, mental anguish, and emotional distress, as well
11 as loss of the quiet use and enjoyment of their property and public properties located in the area, and
12 loss of the use and benefit of PLAINTIFFS' real and personal property, all in an amount according
13 to proof at the time of trial pursuant to California Code of Civil Procedure § 425.10.

14 90. As a direct and legal result of DEFENDANTS' ultrahazardous activities,
15 PLAINTIFFS have incurred, and will continue to incur, a loss of income and/or a loss of earning
16 capacity, all in an amount according to proof at the time of trial pursuant to California Code of Civil
17 Procedure § 425.10.

18 91. As a direct and legal result of DEFENDANTS' ultrahazardous activities,
19 PLAINTIFFS have incurred, and will continue to incur, a loss of revenues and profits from the
20 operation of their businesses, all in an amount according to proof at the time of trial pursuant to
21 California Code of Civil Procedure § 425.10.

22 92. As a direct and legal result of DEFENDANTS' ultrahazardous activities,
23 PLAINTIFFS have suffered, and will continue to suffer, the loss of the quiet use and enjoyment of
24 their property, as well as public properties located in the area; have suffered, and will continue to
25 suffer, the diminution of the value of their property; and have been or will be required to expend
26 monies to repair and/or restore the property to its condition prior to the incident, all in an amount
27 according to proof at the time of trial pursuant to California Code of Civil Procedure § 425.10.

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1 93. The wrongful acts and/or omissions of GKN AEROSPACE TRANSPARENCY
2 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
3 MELROSE INDUSTRIES PLC were made, adopted, authorized, approved, endorsed, and/or ratified
4 by their officers, directors, or managing agents and were done maliciously, oppressively,
5 fraudulently, and/or with a willful and knowing disregard of the probable dangerous consequences
6 to PLAINTIFFS and the surrounding community. PLAINTIFFS are entitled to punitive and
7 exemplary damages in amounts to be ascertained, which are appropriate to punish said
8 DEFENDANTS and deter such behavior by DEFENDANTS and others in the future.

9 **FOURTH CAUSE OF ACTION**

10 **PRIVATE NUISANCE – CONTINUING**

11 **(By PLAINTIFFS Against All Defendants and DOES 1-150)**

12 94. PLAINTIFFS incorporate by reference all allegations of the preceding paragraphs as
13 though fully set forth herein.

14 95. PLAINTIFFS own, lease, and/or occupy property at or near the areas impacted by
15 the release of toxic chemicals from the Facility. At all relevant times, PLAINTIFFS had a right to
16 occupy, enjoy, and/or use their property without interference by DEFENDANTS.

17 96. DEFENDANTS, and each of them, by reason of their wrongful acts and/or omissions,
18 created a condition that (a) was harmful to each PLAINTIFF’S health; (b) was indecent and/or
19 offensive to each PLAINTIFF’S senses; (c) was an obstruction of each PLAINTIFF’S free use and
20 enjoyment of their property, so as to interfere with their comfortable enjoyment of life and/or
21 property; and/or (d) unlawfully obstructed each PLAINTIFF’S free passage or use, in the customary
22 manner, of public parks, squares, streets, and/or highways in the exposed area.

23 97. PLAINTIFFS did not consent to the DEFENDANTS’ conduct.

24 98. An ordinary person of reasonable sensibilities would reasonably be annoyed and/or
25 disturbed by the conduct of the DEFENDANTS as described herein.

26 99. The seriousness of PLAINTIFFS’ injuries outweighs any public benefit from
27 DEFENDANTS’ conduct as described herein.

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1 100. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
2 and each of them, PLAINTIFFS have suffered, and will continue to suffer, discomfort, annoyance,
3 anxiety, fear, worries, and stress attendant to the interference with PLAINTIFFS' occupancy,
4 possession, use, and/or enjoyment of their property, as alleged above.

5 101. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
6 and each of them, PLAINTIFFS have suffered and continue to suffer damages as herein above set
7 forth.

8 102. The conduct by the DEFENDANTS, and each of them, was a substantial factor in
9 causing harm to PLAINTIFFS. PLAINTIFFS are entitled to damages for all such past and present
10 injuries.

11 103. The exposure described herein constitutes a nuisance within the meaning of Section
12 3479 of the California Civil Code.

13 104. Plaintiffs are informed and believe, and on that basis allege, that the nuisance is
14 continuing.

15 105. To remedy the harm caused by the nuisance imposed by the DEFENDANTS, and
16 each of them, PLAINTIFFS will seek injunctive relief, including without limitation an order
17 requiring DEFENDANTS to: (1) provide adequate funding for the relocation of residents impacted
18 by the release of toxic chemicals from the Facility; (2) for long-term medical monitoring; (3)
19 remediate any contamination of soil, groundwater, storm drainage systems, or neighboring
20 properties caused by the incident; (4) require DEFENDANTS to implement and maintain adequate
21 safety precautions, including but not limited to operable emergency valve systems, continuous
22 internal temperature monitoring, adequate inhibitor management protocols, and full compliance with
23 OSHA PSM regulations and EPA RMP regulations, before resuming MMA storage or
24 manufacturing operations at the Facility, and to provide ongoing monitoring to ensure no future risk
25 of catastrophic chemical release, explosion, or community displacement occurs; and (5) prevent
26 DEFENDANTS from storing, handling, or processing large quantities of methyl methacrylate or
27 other reactive hazardous chemicals at the Facility without adequate safety precautions, regulatory
28 compliance, and ongoing independent monitoring to ensure no future risk of catastrophic events or

1 impact to the surrounding community.

2 106. The wrongful acts and/or omissions of GKN AEROSPACE TRANSPARENCY
3 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
4 MELROSE INDUSTRIES PLC were made, adopted, authorized, approved, endorsed, and/or ratified
5 by their officers, directors, or managing agents and were done maliciously, oppressively,
6 fraudulently, and/or with a willful and knowing disregard of the probable dangerous consequences
7 for the health and safety of PLAINTIFFS and their community. The wrongful acts and/or omissions
8 of SOUTHERN CALIFORNIA EDISON COMPANY were likewise made, adopted, authorized,
9 approved, endorsed, and/or ratified by its officers, directors, or managing agents and were done with
10 conscious disregard of the rights and safety of PLAINTIFFS and the surrounding community.
11 PLAINTIFFS are entitled to punitive and exemplary damages in an amount to be ascertained, which
12 is appropriate to punish or set an example of DEFENDANTS and deter such behavior by
13 DEFENDANTS and others in the future.

14 **FIFTH CAUSE OF ACTION**

15 **PRIVATE NUISANCE – PERMANENT**

16 **(By PLAINTIFFS Against All DEFENDANTS and DOES 1-150)**

17 107. PLAINTIFFS incorporate and re-allege each of the paragraphs above as though fully
18 set forth herein.

19 108. PLAINTIFFS own, lease, control, and/or occupy property at or near the exposed area.
20 At all relevant times, PLAINTIFFS had a right to occupy, enjoy, and/or use their property without
21 interference by DEFENDANTS, and each of them.

22 109. DEFENDANTS, and each of them, by reason of their wrongful acts and/or omissions,
23 created a condition that (a) was harmful to PLAINTIFF’S health; (b) was indecent and/or offensive
24 to PLAINTIFF’S senses; (c) was an obstruction of PLAINTIFF’S free use and enjoyment of
25 their property, so as to interfere with their comfortable enjoyment of life and/or property; and/or
26 (d) unlawfully obstructed PLAINTIFF’S free passage or use, in the customary manner, of public
27 parks, squares, streets, and/or highways in the exposed area.

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1 110. This permanent condition has interfered with PLAINTIFFS' free use and enjoyment
2 of their land, along with numerous other neighbors, in the form of forced evacuation and
3 displacement from their homes and businesses, damage to real and personal property, a significant
4 decrease in the value of their property, exposure to toxic chemicals including but not limited to
5 MMA vapors and other hazardous air contaminants released from the Facility, the threat of
6 catastrophic explosion, and the lingering stigma and ongoing fear associated with residing in close
7 proximity to a facility that stored and processed large quantities of reactive hazardous chemicals in
8 a densely populated residential neighborhood without adequate safety measures.

9 111. PLAINTIFFS did not consent to the conduct of DEFENDANTS, and each of them,
10 which was a substantial factor in causing PLAINTIFFS' harm.

11 112. An ordinary person of reasonable sensibilities would reasonably be annoyed
12 and/or disturbed by the conduct of DEFENDANTS.

13 113. The seriousness of the harm outweighs any public benefit of the conduct by
14 DEFENDANTS.

15 114. As a direct and legal result of the wrongful acts and/or omissions of
16 DEFENDANTS, PLAINTIFFS have suffered, and will continue to suffer, discomfort, annoyance,
17 anxiety, fear, worries, and stress attendant to the interference with PLAINTIFFS' occupancy,
18 possession, use, and/or enjoyment of their property, as alleged above.

19 115. As a direct and legal result of the wrongful acts and/or omissions of
20 DEFENDANTS, and each of them, PLAINTIFFS suffered and continue to suffer damages as herein
21 above set forth.

22 116. The exposure described herein constitutes a nuisance within the meaning of Section
23 3479 of the California Civil Code.

24 117. PLAINTIFFS are informed and believe, and on that basis allege, that the nuisance
25 is permanent.

26 118. To remedy the harm caused by the nuisance imposed by the DEFENDANTS, and
27 each of them, PLAINTIFFS will seek injunctive relief, including without limitation an order
28 requiring DEFENDANTS to: (1) provide adequate funding for the relocation of residents impacted

1 by the release of toxic chemicals from the Facility; (2) for long-term medical monitoring; (3)
2 remediate any contamination of soil, groundwater, storm drainage systems, or neighboring
3 properties caused by the incident; (4) require DEFENDANTS to implement and maintain adequate
4 safety precautions, including but not limited to operable emergency valve systems, continuous
5 internal temperature monitoring, adequate inhibitor management protocols, and full compliance with
6 OSHA PSM regulations and EPA RMP regulations, before resuming MMA storage or
7 manufacturing operations at the Facility, and to provide ongoing monitoring to ensure no future risk
8 of catastrophic chemical release, explosion, or community displacement occurs; and (5) prevent
9 DEFENDANTS from storing, handling, or processing large quantities of methyl methacrylate or
10 other reactive hazardous chemicals at the Facility without adequate safety precautions, regulatory
11 compliance, and ongoing independent monitoring to ensure no future risk of catastrophic events or
12 impact to the surrounding community.

13 119. The wrongful acts and/or omissions of GKN AEROSPACE TRANSPARENCY
14 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
15 MELROSE INDUSTRIES PLC were made, adopted, authorized, approved, endorsed, and/or ratified
16 by their officers, directors, or managing agents and were done maliciously, oppressively,
17 fraudulently, and/or with a willful and knowing disregard of the probable dangerous consequences
18 for the health and safety of PLAINTIFFS and their community. The wrongful acts and/or omissions
19 of SOUTHERN CALIFORNIA EDISON COMPANY were likewise made, adopted, authorized,
20 approved, endorsed, and/or ratified by its officers, directors, or managing agents and were done with
21 conscious disregard of the rights and safety of PLAINTIFFS and the surrounding community.
22 PLAINTIFFS are entitled to punitive and exemplary damages in an amount to be ascertained, which
23 is appropriate to punish or set an example of DEFENDANTS and deter such behavior by
24 DEFENDANTS and others in the future.

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1 **SIXTH CAUSE OF ACTION**

2 **PUBLIC NUISANCE – CONTINUING**

3 **(By PLAINTIFFS Against All DEFENDANTS and DOES 1-150)**

4 120. PLAINTIFFS incorporate and re-allege each of the paragraphs above as though fully
5 set forth herein.

6 121. PLAINTIFFS own, lease, control and/or occupy property at or near the exposed area.
7 At all relevant times, PLAINTIFFS had a right to occupy, enjoy, and/or use their property without
8 interference by DEFENDANTS.

9 122. DEFENDANTS, and each of them, by reason of their wrongful acts and/or omissions
10 created a condition that has affected a substantial number of people at the same time in the form of
11 (a) a significant decrease in the value of the property, (b) exposure to toxic chemicals, including but
12 not limited to MMA vapors and other hazardous air contaminants released from the Facility; and/or
13 (c) the forced evacuation and displacement of residents, the closure of schools, and the disruption of
14 daily life permeating the homes, schools, businesses, and communities in the areas where
15 PLAINTIFFS and their neighbors live and raise their families.

16 123. The condition that DEFENDANTS, and each of them, created and/or permitted to
17 exist affected a substantial number of people within the general public, including causing
18 PLAINTIFFS to relocate, sustain personal injuries and disturb the enjoyment of everyday living.

19 124. An ordinary person of reasonable sensibilities would reasonably be annoyed and/or
20 disturbed by the conditions created by DEFENDANTS, and each of them.

21 125. The seriousness of the harm outweighs the social utility of the conduct of
22 DEFENDANTS, and each of them.

23 126. PLAINTIFFS did not consent to the conduct of DEFENDANTS, and each of them.

24 127. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
25 and each of them, PLAINTIFFS suffered harm that is different from the type of harm suffered by
26 the general public. Specifically, PLAINTIFFS have lost the occupancy, possession, use, and/or
27 enjoyment of their land, real property, and/or personal property including, but not limited to, a
28 reasonable and rational fear that the area remains dangerous due to the proximity of the Facility and

1 its ongoing storage and processing of reactive hazardous chemicals; a diminution in the fair market
2 value of their property; an impairment of the salability of their property; exposure to toxic chemicals
3 including but not limited to MMA vapors and other hazardous air contaminants released from the
4 Facility; and forced evacuation and displacement from their homes and businesses under emergency
5 conditions. Further, PLAINTIFFS have experienced a range of physical ailments arising from such
6 exposure, including but not limited to, irritation of the eyes, nose, throat, and lungs; dizziness;
7 nausea; headaches; sore throats; and difficulty breathing. PLAINTIFFS are entitled to damages for
8 all such past and present injuries.

9 128. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
10 and each of them, PLAINTIFFS suffered and continue to suffer damages as described above and in
11 an amount according to proof at trial.

12 129. The exposure described herein constitutes a nuisance within the meaning of Section
13 3479 of the California Civil Code.

14 130. PLAINTIFFS are informed and believe, and thereupon allege, that the nuisance is
15 continuing.

16 131. To remedy the harm caused by the nuisance imposed by the DEFENDANTS, and
17 each of them, PLAINTIFFS will seek injunctive relief, including without limitation an order
18 requiring DEFENDANTS to: (1) provide adequate funding for the relocation of residents impacted
19 by the release of toxic chemicals from the Facility; (2) for long-term medical monitoring; (3)
20 remediate any contamination of soil, groundwater, storm drainage systems, or neighboring
21 properties caused by the incident; (4) require DEFENDANTS to implement and maintain adequate
22 safety precautions, including but not limited to operable emergency valve systems, continuous
23 internal temperature monitoring, adequate inhibitor management protocols, and full compliance with
24 OSHA PSM regulations and EPA RMP regulations, before resuming MMA storage or
25 manufacturing operations at the Facility, and to provide ongoing monitoring to ensure no future risk
26 of catastrophic chemical release, explosion, or community displacement occurs; and (5) prevent
27 DEFENDANTS from storing, handling, or processing large quantities of methyl methacrylate or
28 other reactive hazardous chemicals at the Facility without adequate safety precautions, regulatory

1 compliance, and ongoing independent monitoring to ensure no future risk of catastrophic events or
2 impact to the surrounding community.

3 132. The wrongful acts and/or omissions of GKN AEROSPACE TRANSPARENCY
4 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
5 MELROSE INDUSTRIES PLC were made, adopted, authorized, approved, endorsed, and/or ratified
6 by their officers, directors, or managing agents and were done maliciously, oppressively,
7 fraudulently, and/or with a willful and knowing disregard of the probable dangerous consequences
8 for the health and safety of PLAINTIFFS and their community. The wrongful acts and/or omissions
9 of SOUTHERN CALIFORNIA EDISON COMPANY were likewise made, adopted, authorized,
10 approved, endorsed, and/or ratified by its officers, directors, or managing agents and were done with
11 conscious disregard of the rights and safety of PLAINTIFFS and the surrounding community.
12 PLAINTIFFS are entitled to punitive and exemplary damages in an amount to be ascertained, which
13 is appropriate to punish or set an example of DEFENDANTS and deter such behavior by
14 DEFENDANTS and others in the future.

15 **SEVENTH CAUSE OF ACTION**

16 **PUBLIC NUISANCE – PERMANENT**

17 **(By PLAINTIFFS Against All DEFENDANTS and DOES 1-150)**

18 133. PLAINTIFFS incorporate and re-allege each of the paragraphs above as though fully
19 set forth herein.

20 134. PLAINTIFFS own, lease, control and/or occupy property at or near the exposed area.
21 At all relevant times, PLAINTIFFS had a right to occupy, enjoy, and/or use their property without
22 interference by DEFENDANTS.

23 135. DEFENDANTS, and each of them, by reason of their wrongful acts and/or omissions,
24 created a permanent condition that has affected and continues to affect a substantial number of
25 people at the same time in the form of (a) a significant decrease in the value of the property, (b)
26 exposure to toxic chemicals, including but not limited to MMA vapors and other hazardous air
27 contaminants released from the Facility; and/or (c) the forced evacuation and displacement of
28 residents, the closure of schools, and the disruption of daily life permeating the homes, schools,

1 businesses, and communities in the areas where PLAINTIFFS and their neighbors live and raise
2 their families.

3 136. The condition that DEFENDANTS, and each of them, created and/or permitted to
4 exist, has affected and continues to affect a substantial number of people within the general public,
5 including causing PLAINTIFFS to relocate, as well as sustain personal injuries and disturb the
6 enjoyment of everyday living.

7 137. An ordinary person of reasonable sensibilities would reasonably be annoyed and/or
8 disturbed by the condition created by DEFENDANTS, and each of them.

9 138. The seriousness of the harm outweighs the public benefit of the conduct of
10 DEFENDANTS, and each of them.

11 139. PLAINTIFFS did not consent to the conduct of DEFENDANTS, and each of them.

12 140. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
13 and each of them, PLAINTIFFS have suffered and continue to suffer harm that is different from the
14 type of harm suffered by the general public. Specifically, PLAINTIFFS have lost the occupancy,
15 possession, use, and/or enjoyment of their land, real property, and/or personal property including,
16 but not limited to, a reasonable and rational fear that the area remains dangerous due to the proximity
17 of the Facility and its storage and processing of reactive hazardous chemicals; a diminution in the
18 fair market value of their property; an impairment of the salability of their property; exposure to
19 toxic chemicals including but not limited to MMA vapors and other hazardous air contaminants
20 released from the Facility; and forced evacuation and displacement from their homes and businesses
21 under emergency conditions. Further, PLAINTIFFS have experienced physical ailments arising
22 from such exposure including, but not limited to, irritation of the eyes, nose, throat, and lungs;
23 dizziness; nausea; headaches; sore throats; and difficulty breathing. PLAINTIFFS are entitled to
24 damages for all such past and present injuries.

25 141. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
26 and each of them, PLAINTIFFS suffered and continue to suffer damages as described above in an
27 amount according to proof at trial.

28 142. The contamination described herein constitutes a nuisance within the meaning of

1 Section 3479 of the California Civil Code.

2 143. PLAINTIFFS are informed and believe, and thereupon allege, that the nuisance is
3 permanent.

4 144. To remedy the harm caused by the nuisance imposed by the DEFENDANTS, and
5 each of them, PLAINTIFFS will seek injunctive relief, including without limitation an order
6 requiring DEFENDANTS to: (1) provide adequate funding for the relocation of residents impacted
7 by the release of toxic chemicals from the Facility; (2) for long-term medical monitoring; (3)
8 remediate any contamination of soil, groundwater, storm drainage systems, or neighboring
9 properties caused by the incident; (4) require DEFENDANTS to implement and maintain adequate
10 safety precautions, including but not limited to operable emergency valve systems, continuous
11 internal temperature monitoring, adequate inhibitor management protocols, and full compliance with
12 OSHA PSM regulations and EPA RMP regulations, before resuming MMA storage or
13 manufacturing operations at the Facility, and to provide ongoing monitoring to ensure no future risk
14 of catastrophic chemical release, explosion, or community displacement occurs; and (5) prevent
15 DEFENDANTS from storing, handling, or processing large quantities of methyl methacrylate or
16 other reactive hazardous chemicals at the Facility without adequate safety precautions, regulatory
17 compliance, and ongoing independent monitoring to ensure no future risk of catastrophic events or
18 impact to the surrounding community.

19 145. The wrongful acts and/or omissions of GKN AEROSPACE TRANSPARENCY
20 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
21 MELROSE INDUSTRIES PLC were made, adopted, authorized, approved, endorsed, and/or ratified
22 by their officers, directors, or managing agents and were done maliciously, oppressively,
23 fraudulently, and/or with a willful and knowing disregard of the probable dangerous consequences
24 for the health and safety of PLAINTIFFS and their community. The wrongful acts and/or omissions
25 of SOUTHERN CALIFORNIA EDISON COMPANY were likewise made, adopted, authorized,
26 approved, endorsed, and/or ratified by its officers, directors, or managing agents and were done with
27 conscious disregard of the rights and safety of PLAINTIFFS and the surrounding community.
28 PLAINTIFFS are entitled to punitive and exemplary damages in an amount to be ascertained, which

1 is appropriate to punish or set an example of DEFENDANTS and deter such behavior by
2 DEFENDANTS and others in the future.

3 **EIGHTH CAUSE OF ACTION**

4 **TRESPASS**

5 **(By PLAINTIFFS Against All DEFENDANTS and DOES 1-150.)**

6 146. PLAINTIFFS incorporate and re-allege each of the paragraphs above as though fully
7 set forth herein.

8 147. PLAINTIFFS own and/or occupy property at or near the exposed area.

9 148. At all relevant times, PLAINTIFFS had a right to occupy, enjoy, and/or use their
10 property without interference by the DEFENDANTS.

11 149. DEFENDANTS caused a trespass by negligently maintaining, operating, and
12 controlling the Facility and its MMA storage systems in such a way that it was reasonably
13 foreseeable that an uncontrolled release of toxic chemicals would occur, causing MMA vapors and
14 other hazardous air contaminants to enter PLAINTIFFS' neighboring properties. The release of
15 MMA vapors and other toxic chemicals from the Facility caused hazardous air contaminants to leave
16 the Facility property in such a manner that it was reasonably foreseeable that the contaminants
17 would, in due course, invade PLAINTIFFS' real property and cause physical injury or damage to
18 that property.

19 150. The exposure invaded the property of PLAINTIFFS and interfered with their
20 possessory interests of that property.

21 151. DEFENDANTS breached the duty they owed to PLAINTIFFS when they failed to
22 exercise reasonable care in the ownership, maintenance, and operation of the Facility and its MMA
23 storage systems, as described herein, which conduct resulted in the entry, intrusion, or invasion of
24 toxic chemicals into PLAINTIFFS' properties.

25 152. DEFENDANTS knew or should have known that their conduct and the ongoing
26 operation and maintenance of the Facility and its MMA storage systems — including the storage of
27 large quantities of reactive hazardous chemicals in a densely populated residential neighborhood
28 without adequate safety measures — would foreseeably result in causing damage to the real

1 properties and economic interests of persons in the area impacted by the release.

2 153. As a direct and proximate result of this trespass, PLAINTIFFS have suffered and
3 continue to suffer damages, losses, and injuries described above in amounts according to proof at
4 trial.

5 **NINTH CAUSE OF ACTION**

6 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

7 **(By PLAINTIFFS Against GKN AEROSPACE DEFENDANTS, MELROSE,**
8 **and DOES 1–150)**

9 154. PLAINTIFFS incorporate and re-allege each of the paragraphs above as though fully
10 set forth herein.

11 155. GKN AEROSPACE TRANSPARENCY SYSTEMS INC., GKN AEROSPACE
12 SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE INDUSTRIES PLC engaged in
13 outrageous, malicious, and/or intentional conduct by owning, operating, and/or maintaining the
14 Facility and storing, processing, handling, and distributing large quantities of methyl methacrylate
15 and other reactive hazardous chemicals, with knowledge that the Facility lacked adequate safety
16 measures to prevent the type of catastrophe which occurred on or about May 21, 2026. Said
17 DEFENDANTS knew, or should have known, that the deteriorating condition of the MMA storage
18 systems at the Facility, including the safety system deficiencies documented in multiple regulatory
19 citations and settlements spanning from 2018 through 2025, posed an imminent threat to the
20 surrounding community, but deliberately did nothing to adequately address the growing danger and
21 did not warn PLAINTIFFS or public health officials of the growing danger.

22 156. DEFENDANTS, and each of them, acted with reckless disregard of the probability
23 that PLAINTIFFS would suffer emotional distress, knowing that PLAINTIFFS lived and worked in
24 close proximity to the Facility and were foreseeably in danger of suffering harm in the event of a
25 failure of the MMA storage systems and the resulting release of toxic chemicals into the surrounding
26 community.

27 157. The wrongful acts and/or omissions of DEFENDANTS, and each of them, were
28 outrageous, being so extreme that they go beyond all possible bounds of decency tolerable in a
civilized community, by, and not limited to, ignoring a high risk of serious injury to the residents

1 living and working in the vicinity of the Facility and neighboring communities and their property.

2 158. The conduct of DEFENDANTS, and each of them, was a substantial factor in causing
3 PLAINTIFFS' severe emotional distress.

4 159. As a direct and legal result of the outrageous conduct of DEFENDANTS and each of
5 them, PLAINTIFFS were hurt and injured in their health, strength, and activity, suffering from
6 severe emotional distress, fear, anxiety, and worry over the damage to themselves and their loved
7 ones. PLAINTIFFS are informed and believe that their serious emotional distress will continue
8 indefinitely because of the uncertainties associated with the exposure to toxic gases and chemicals
9 and its impact on their future health and well-being, all to PLAINTIFFS' general damage in amounts
10 according to proof at trial.

11 160. The wrongful acts and/or omissions of GKN AEROSPACE TRANSPARENCY
12 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and
13 MELROSE INDUSTRIES PLC were made, adopted, authorized, approved, endorsed, and/or ratified
14 by their officers, directors, or managing agents and were done maliciously, oppressively,
15 fraudulently, and/or with a willful and knowing disregard of the probable dangerous consequences
16 for the health and safety of PLAINTIFFS and their community. PLAINTIFFS are entitled to punitive
17 and exemplary damages in an amount to be ascertained, which is appropriate to punish or set an
18 example of DEFENDANTS and deter such behavior by DEFENDANTS and others in the future.

19 **TENTH CAUSE OF ACTION**

20 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

21 **(By PLAINTIFFS Against All DEFENDANTS and DOES 1-150)**

22 161. PLAINTIFFS incorporate and re-allege each of the paragraphs above as though fully
23 set forth herein.

24 162. It was foreseeable that PLAINTIFFS were in the zone of danger and would suffer
25 severe emotional distress for witnessing the injuries to their loved ones, who were exposed to toxic
26 chemicals including but not limited to MMA vapors and other hazardous air contaminants released
27 from the Facility, and as a result of being forced to evacuate their homes and businesses under
28 emergency conditions and experiencing the credible and publicly confirmed threat of a catastrophic

1 explosion affecting the surrounding community. Alternatively and additionally, PLAINTIFFS assert
2 NIED under the direct victim theory: DEFENDANTS owed PLAINTIFFS a direct duty of care,
3 arising from DEFENDANTS' operation of a hazardous chemical facility adjacent to a densely
4 populated residential community, and DEFENDANTS' negligent breach of that duty directly caused
5 PLAINTIFFS to suffer severe emotional distress — independent of and in addition to any distress
6 suffered through witnessing injury to third parties. The direct victim theory applies to all
7 PLAINTIFFS who were themselves exposed to toxic chemicals, forced to evacuate, or subjected to
8 the threat of catastrophic explosion as a direct result of DEFENDANTS' conduct.

9 163. PLAINTIFFS were present at the time that their loved ones suffered injuries related
10 to exposure to toxic chemicals, including but not limited to MMA vapors and other hazardous air
11 contaminants released from the Facility.

12 164. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS,
13 and each of them, PLAINTIFFS suffered severe emotional pain and suffering at witnessing the
14 injuries and harmful health effects suffered by their loved ones as a result of exposure to toxic
15 chemicals released from the Facility.

16 165. Upon information and belief, the long term or future effects of such exposure is
17 unknown and, therefore, will result in permanent severe emotional distress to PLAINTIFFS who are
18 worried and fearful for their own future health and well-being, and that of their loved ones.

19 166. PLAINTIFFS are entitled to attorney's fees under California Code of Civil Procedure
20 § 1021.5 because the successful prosecution of this action will confer a significant benefit, both
21 pecuniary and non-pecuniary, on the general public and a large group of persons by abating the
22 hazardous conditions at the Facility, compelling DEFENDANTS to implement adequate chemical
23 storage safety measures, and preventing future harm to residents living and working in the vicinity
24 of the Facility and throughout the surrounding communities of Garden Grove, Cypress, Stanton,
25 Anaheim, Buena Park, and Westminster. Further, the necessity and financial burden of private
26 enforcement makes such an award appropriate as the litigation is not economically feasible or viable
27 for PLAINTIFFS to pursue on their own and at their own expense.

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1 167. Due to the ongoing fear, anxiety, and worry that PLAINTIFFS will suffer physical
2 harm into the future, PLAINTIFFS are entitled to damages according to proof at trial and for medical
3 monitoring to determine if the prolonged exposure to methyl methacrylate, MMA vapors, and other
4 toxic chemicals and hazardous air contaminants released from the Facility will lead to serious disease
5 or latent illness requiring medical treatment.

6 168. The wrongful acts and/or omissions of DEFENDANTS were made, adopted,
7 authorized, approved, endorsed and/or ratified by their officers, directors or managing agents and
8 were done maliciously, oppressively, fraudulently, and/or with a willful and knowing disregard of
9 the probable dangerous consequences for the health and safety of PLAINTIFFS and their
10 community. PLAINTIFFS are entitled to punitive and exemplary damages in an amount to be
11 ascertained, which is appropriate to punish or set an example of DEFENDANTS and deter such
12 behavior by DEFENDANTS and others in the future.

13 **ELEVENTH CAUSE OF ACTION**

14 **FRAUDULENT CONCEALMENT**

15 **(By PLAINTIFFS Against GKN AEROSPACE DEFENDANTS, MELROSE,**
16 **and DOES 1–150)**

17 169. PLAINTIFFS incorporate and re-allege each of the paragraphs above as though fully
18 set forth herein.

19 170. Upon information and belief, GKN AEROSPACE TRANSPARENCY SYSTEMS
20 INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE
21 INDUSTRIES PLC knew that hazardous levels of toxic chemicals, including but not limited to
22 MMA vapors and other hazardous air contaminants, were likely to be released from the Facility into
23 the surrounding community due to the storage, processing, and handling of large quantities of
24 reactive hazardous chemicals at the Facility without adequate safety measures.

25 171. Upon information and belief, GKN AEROSPACE TRANSPARENCY SYSTEMS
26 INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE
27 INDUSTRIES PLC knew and concealed the fact that the MMA storage systems at the Facility were
28 in a deficient, deteriorating, and unsafe condition, and that large quantities of toxic chemicals,
including but not limited to MMA vapors and other hazardous air contaminants, were at risk of being

1 released from the Facility into the surrounding community.

2 172. Specifically, PLAINTIFFS are informed and believe, and thereupon allege, that GKN
3 AEROSPACE knew or had reason to know of the following material facts, each of which it
4 concealed from PLAINTIFFS and the surrounding community: (a) that the March 14, 2023 SCE
5 transformer explosion had potentially damaged safety-critical electrical systems at the Facility,
6 including temperature monitoring sensors, emergency valve actuators, and inhibitor circulation
7 systems, and that those systems had not been fully inspected, tested, and verified as operational
8 before MMA storage operations resumed; (b) that the MMA storage tank internal temperature
9 monitoring systems were not accurately reflecting actual internal tank conditions; (c) that the
10 emergency valve systems on the primary MMA storage tank were inoperable or degraded; (d) that
11 the inhibitor management systems were failing to maintain adequate inhibitor concentrations to
12 prevent uncontrolled MMA polymerization; (e) that the Facility had an ongoing history of regulatory
13 violations including the November 2020 SCAQMD violations settled in January 2025 for
14 \$909,935.95 and the Cal/OSHA citations for improper cooling and covering of volatile chemical
15 tanks, reflecting systemic deficiencies in chemical storage safety; (f) that notices to comply issued
16 by regulators in March 2025 evidenced ongoing unresolved regulatory deficiencies at the Facility
17 just two months before the incident; and (g) that GKN AEROSPACE management received actual
18 prior notice from plant employees of degraded cooling coils and compromised primary tank valve
19 systems, and refused to allocate the capital necessary to take the tanks offline and carry out repairs,
20 facts that will be established through discovery including through employee and former employee
21 records, maintenance logs, and internal communications that the Orange County District Attorney
22 has directed GKN AEROSPACE to preserve.

23 173. PLAINTIFFS are informed and believe, and thereupon allege, that said
24 DEFENDANTS intentionally concealed and suppressed these material facts from PLAINTIFFS and
25 the surrounding residential community, and from applicable regulatory agencies, and intentionally
26 failed to provide PLAINTIFFS or public health officials any warning regarding the deteriorating and
27 dangerous condition of the MMA storage systems, despite the fact that these conditions were known
28 or knowable only to DEFENDANTS and PLAINTIFFS could not reasonably have discovered such

1 facts from publicly available information.

2 174. PLAINTIFFS are informed and believe, and thereupon allege, that DEFENDANTS
3 concealed these material facts from PLAINTIFFS in order to continue operating the Facility without
4 interruption and for their own financial gain, and to avoid the cost of remediation, safety upgrades,
5 and regulatory compliance that disclosure would have required.

6 175. PLAINTIFFS and public health officials reasonably relied on their ignorance of the
7 true facts regarding the deteriorating condition of the MMA storage systems at the Facility and were
8 therefore in no position to take corrective measures, seek protective action, or evacuate in advance
9 of the May 21, 2026 emergency. Had PLAINTIFFS or public health officials been made aware of
10 the true facts, they would have been able to take measures to protect themselves, their families, and
11 their property from the foreseeable harm caused by the conduct of DEFENDANTS as described
12 herein.

13 176. Had PLAINTIFFS or public health officials been aware of the true facts regarding
14 the deficient and deteriorating condition of the MMA storage systems at the Facility, they would
15 have taken measures to protect the persons and property at risk of exposure to the release and
16 inhalation of toxic chemicals, including but not limited to MMA vapors and other hazardous air
17 contaminants, produced and released due to DEFENDANTS' conduct as described herein.

18 177. As a direct and legal result of the fraudulent acts and/or omissions of
19 DEFENDANTS, and each of them, PLAINTIFFS have suffered and continue to suffer damages,
20 losses, and injuries described above in amounts according to proof at trial.

21 178. The wrongful acts and/or omissions of DEFENDANTS were made, adopted,
22 authorized, approved, endorsed and/or ratified by their officers, directors or managing agents and
23 were done maliciously, oppressively, fraudulently, and/or with a willful and knowing disregard of
24 the probable dangerous consequences for the health and safety of PLAINTIFFS and their
25 community. PLAINTIFFS are entitled to punitive and exemplary damages in an amount to be
26 ascertained, which is appropriate to punish or set an example of DEFENDANTS and deter such
27 behavior by DEFENDANTS and others in the future.

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1 **TWELFTH CAUSE OF ACTION**

2 **INVERSE CONDEMNATION**

3 **(By PLAINTIFFS Against All DEFENDANTS and DOES 1-150)**

4 179. PLAINTIFFS incorporate and re-allege each of the paragraphs above as though fully
5 set forth herein.

6 180. Article I, Section 19 of the California Constitution provides that private property shall
7 not be taken or damaged for public use without just compensation.

8 181. PLAINTIFFS own and/or occupy property at or near the exposed area. At all relevant
9 times, PLAINTIFFS had a right to occupy, enjoy, and/or use their property without interference by
10 DEFENDANTS.

11 182. On or about May 21, 2026, as a direct and legal result of the wrongful acts and/or
12 omissions of DEFENDANTS, and each of them, toxic chemicals, vapors, and/or fumes were
13 released from the GKN Aerospace Facility at 12122 Western Avenue, Garden Grove, California,
14 and discharged into the surrounding residential community and its storm drainage systems.

15 183. On or about May 21, 2026, as a direct and legal result of the wrongful acts and/or
16 omissions of Defendant SOUTHERN CALIFORNIA EDISON COMPANY, the electrical
17 transformer and associated electrical infrastructure serving 12122 Western Avenue — public utility
18 infrastructure deliberately designed, constructed, installed, assembled, tested, and maintained by
19 SCE to deliver electrical service for public use — caused physical injury to PLAINTIFFS' real
20 property by initiating the chain of latent safety system failures that culminated in the catastrophic
21 MMA release of May 21, 2026. SCE is a regulated public utility operating under a franchise granted
22 by the State of California and holds the power of eminent domain pursuant to Public Utilities Code
23 § 612. As a public utility exercising governmental power for a public use, SCE is subject to inverse
24 condemnation liability under Article I, Section 19 of the California Constitution.

25 184. The toxic MMA vapors and hazardous air contaminants released from the Facility
26 invaded the atmosphere surrounding the GKN Aerospace Facility, including the property owned and
27 occupied by PLAINTIFFS, rendering that property unhealthy, injurious to health, and uninhabitable,
28 and forcing the mandatory evacuation of approximately 40,000 to 50,000 residents.

185. PLAINTIFFS have not received adequate compensation for the damage to and/or destruction of their property, thus constituting a taking or damaging of PLAINTIFFS' property by the DEFENDANTS, and each of them, without just compensation.

186. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS and each of them, PLAINTIFFS suffered damages to their real and personal property, including loss of use, interference with access, and diminution in value and/or marketability in an amount according to proof at trial.

187. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANTS and each of them, PLAINTIFFS have incurred and will continue to incur costs, disbursements, and expenses, including reasonable attorney, appraisal, engineering, and other expert fees due to the conduct of DEFENDANTS, and each of them, in amounts that cannot yet be ascertained, but which are recoverable pursuant to California Code of Civil Procedure § 1036.

188. The wrongful acts and/or omissions of DEFENDANTS were made, adopted, authorized, approved, endorsed and/or ratified by their officers, directors or managing agents and were done maliciously, oppressively, fraudulently, and/or with a willful and knowing disregard of the probable dangerous consequences for the health and safety of PLAINTIFFS and their community. PLAINTIFFS are entitled to punitive and exemplary damages in an amount to be ascertained, which is appropriate to punish or set an example of DEFENDANTS and deter such behavior by DEFENDANTS and others in the future.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS request relief against all DEFENDANTS as follows:

- A. A judgment in favor of PLAINTIFFS on all claims;
- B. For compensatory and general damages according to proof;
- C. An award to PLAINTIFFS for the amount of damages, including personal injuries, property damage, damage to the health of their pets, and diminution in property value,

1 according to proof;

2 D. The cost of future medical monitoring;

3 E. Loss of the use and benefit of PLAINTIFFS' real and/or personal property;

4 F. Past and future medical expenses and incidental expenses according to proof;

5 G. Loss of wages, earning capacity, and/or business profits or proceeds and/or any
6 related displacement expenses, according to proof;

7 H. An immediate temporary injunction against the DEFENDANTS to provide the
8 following: (1) a fund for the cost of relocation and displacement expenses of all
9 residents and business operators impacted by the release of toxic chemicals from the
10 Facility in order to prevent ongoing exposure to toxic chemicals, including but not
11 limited to MMA vapors and other hazardous air contaminants; (2) a fund for the cost
12 of medical monitoring to monitor the health of PLAINTIFFS and diagnose at an early
13 stage any ailments associated with exposure to toxic chemicals, including but not
14 limited to MMA, released from the Facility; (3) remediate and restore any soil,
15 groundwater, storm drainage systems, air quality, and neighboring properties
16 impacted by the release of toxic chemicals from the Facility; (4) require GKN
17 AEROSPACE TRANSPARENCY SYSTEMS INC., GKN AEROSPACE
18 SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE INDUSTRIES PLC
19 to implement and maintain adequate safety precautions, including but not limited to
20 operable emergency valve systems, continuous internal temperature monitoring,
21 adequate inhibitor management protocols, and full compliance with OSHA PSM
22 regulations and EPA RMP regulations, before resuming MMA storage or
23 manufacturing operations at the Facility, and to provide ongoing monitoring to ensure
24 no future risk of catastrophic chemical release, explosion, or community
25 displacement occurs; and (5) prevent GKN AEROSPACE TRANSPARENCY
26 SYSTEMS INC., GKN AEROSPACE SERVICES, LLC, GKN AEROSPACE,
27 INC., and MELROSE INDUSTRIES PLC from storing, handling, or processing large
28 quantities of methyl methacrylate or other reactive hazardous chemicals at the

1 Facility without adequate safety precautions, regulatory compliance, and ongoing
2 independent monitoring to ensure no future risk of catastrophic events or impact to
3 the surrounding community;

4 I. A permanent injunction against DEFENDANTS to provide the following: (1) a fund
5 for the cost of relocation in order to prevent ongoing exposure to elevated levels of
6 air toxics; (2) a fund for the cost of medical monitoring to monitor the health of
7 PLAINTIFFS and diagnose at an early stage any ailments associated with exposure
8 to toxic chemicals, including but not limited to MMA, released from the Facility; (3)
9 remediate and restore any soil, groundwater, storm drainage systems, air quality, and
10 neighboring properties impacted by the release of toxic chemicals from the Facility;
11 (4) require GKN AEROSPACE TRANSPARENCY SYSTEMS INC., GKN
12 AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE
13 INDUSTRIES PLC to implement and maintain adequate safety precautions,
14 including but not limited to operable emergency valve systems, continuous internal
15 temperature monitoring, adequate inhibitor management protocols, and full
16 compliance with OSHA PSM regulations and EPA RMP regulations, at the Facility
17 on a permanent basis, with ongoing independent monitoring to ensure no future risk
18 of catastrophic chemical release, explosion, or community displacement occurs; and
19 (5) prevent GKN AEROSPACE TRANSPARENCY SYSTEMS INC., GKN
20 AEROSPACE SERVICES, LLC, GKN AEROSPACE, INC., and MELROSE
21 INDUSTRIES PLC from storing, handling, or processing large quantities of methyl
22 methacrylate or other reactive hazardous chemicals at the Facility without adequate
23 safety precautions, full regulatory compliance, and ongoing independent monitoring
24 to ensure no future risk of catastrophic events or impact to the surrounding
25 community;

26 J. General damages for fear, worry, annoyance, discomfort, disturbance,
27 inconvenience, mental anguish, emotional distress, and loss of quiet enjoyment of
28

property;

- K. Punitive and exemplary damages against all DEFENDANTS in amounts sufficient to punish DEFENDANTS and deter similar conduct by others in the future, according to proof;
- L. All costs of suit, including attorneys' fees where appropriate, appraisal fees, engineering fees and related costs;
- M. For reasonable attorneys' fees pursuant to California Code of Civil Procedure § 1021.5;
- N. For pre- and post-judgment interest at the legal rate on all amounts awarded; and
- O. Such other relief as this Court may deem just and proper.

KEOSIAN LAW LLP

DATED: May 29, 2026

By:


Harout Greg Keosian
Eileen Keusseyan
Natalie H. Suri

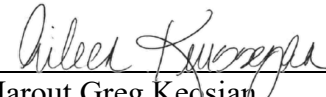
JURY TRIAL DEMAND

Plaintiffs demand a trial by jury on all of the triable issues within this Complaint.

DATED: May 29, 2026

KEOSIAN LAW LLP

By:


Harout Greg Keosian
Eileen Keusseyan
Natalie H. Suri
Attorneys for Plaintiffs